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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ALASKA

CONOCOPHILLILPS ALASKA, INC.,)	
)	
Plaintiff,)	
v.)	
)	
FORREST WRIGHT; AMANDA WRIGHT;)	
NATHAN KEAYS; KELLY KEAYS; ECO EDGE)	
ARMORING, LLC; DAVID BENEFIELD;)	
WRIGHT CAPITAL INVESTMENTS, LLC; and)	
DB OILFIELD SUPPORT SERVICES,)	Case No. 3:19-CV-00311-SLG
)	
Defendant.)	
_____)	

ANSWER TO COMPLAINT

COME NOW Defendants NATHAN KEAYS and ECO EDGE ARMORING, LLC, by and through undersigned counsel, and hereby answer the Complaint as follows:

RESPONSE TO PLAINTIFF'S INTRODUCTION

Plaintiff's introduction to the Complaint asserts the Plaintiff's characterization of its own claims, to which no response is required. To the extent a response might be deemed required, the Introduction is denied, based upon lack of sufficient specific knowledge by Defendants Nathan Keays and Eco Edge Armoring, LLC, and specifically, Defendants Nathan Keays and Eco Edge Armoring, LLC, deny that either they and/or Defendant Kelly Keays engaged in any conspiracy or knowingly stole or defrauded Plaintiff out of any monies. To the extent Forrest Wright and

Amanda Wright may have engaged in culpable conduct as to their own activities, and/or other activities with co-Defendants David Benefield, Wright Capital Investments, LLLC, and DB Oilfield Support Services, they shall answer for themselves. Defendant Nathan Keays and Eco Edge Armoring, LLC do not specifically deny said culpable conduct by those co-Defendants, (but do deny any culpable conduct by Nathan Keays and/or Eco Edge Armoring, LLC and/or Kelly Keays).

Nathan Keays admits that he used certain monies obtained from Plaintiffs to purchase real property and other assets in Alaska but denies that any such money was knowingly stolen or defrauded from Plaintiff by Nathan Keays and/or Eco Edge Armoring, LLC.

PARTIES

1. Admitted

2. Admitted

3. Admitted

4. Admitted

5. Defendants Nathan Keays and Eco Edge Armoring, LLC, lack sufficient information to confirm or deny the allegations of this paragraph, and therefore deny same.

6. Defendants Nathan Keays and Eco Edge Armoring, LLC, lack sufficient information to confirm or deny the allegations of this paragraph, and therefore deny same.

7. Defendants Nathan Keays and Eco Edge Armoring, LLC, do not deny that David Benefield is the father of Amanda Wright, but lack sufficient information to confirm or deny the other allegations of this paragraph, and therefore deny same.

8. Admitted

9. Admitted

10. Admitted

11. Defendants Nathan Keays and Eco Edge Armoring, LLC, admit that Nathan Keays owned and owns Eco Edge Armoring, LLC, as a corporation organized under the law of the State of Alaska and Nathan Keays managed and manages same, but deny that Kelly Keays owned, owns, or managed or manages same.

JURISDICTION AND VENUE

12. Denied in part, admitted in part. Contains conclusions of law as to which no response is required, however Defendants Keays and Eco Edge Armoring, LLC, admit this Court has jurisdiction over the subject matter of this Complaint.

13. Denied in part, admitted in part. Contains conclusions of law as to which no response is required, however Defendants Keays and/or Eco Edge Armoring, LLC, admit venue is proper in this Court.

FACTUAL ALLEGATIONS COMMON TO ALL CLAIMS

14. Defendants Keays and/or Eco Edge Armoring, LLC, admit that Forrest Wright represented to them and to others that he was employed by ConocoPhillips Alaska, but lacks sufficient information to confirm or deny the remaining allegations in this paragraph, and therefore deny same.

15. Defendants Nathan Keays and Eco Edge Armoring, LLC, lack sufficient information to confirm or deny the allegations of this paragraph, and therefore deny same.

16. Defendants Nathan Keays and Eco Edge Armoring, LLC, lack sufficient information to confirm or deny the allegations of this paragraph, and therefore deny same.

17. Defendants Nathan Keays and Eco Edge Armoring, LLC, are not in a position to admit or deny that Forrest and Amanda Wright may have conspired amongst themselves to defraud ConocoPhillips, however, Defendants Nathan Keays and Eco Edge Armoring, LLC, deny that

either they or Nathan Keays's wife Kelly Keays were a part of any such conspiracy, and thus, deny the remainder of the paragraph. As to any allegations as to Oilfield Support Services, Defendants Nathan Keays and Eco Edge Armoring, LLC, are without sufficient information to confirm or deny and thus, deny same. As to Eco Edge Armoring, LLC, as previously stated, Eco Edge Armoring, LLC, is and was owned by Nathan Keays but Nathan Keays denies that it was or is owned by Kelly Keays.

18. Defendants Nathan Keays and Eco Edge Armoring, LLC, lack sufficient information to confirm or deny all the allegations of this paragraph, and therefore deny same. However, Defendant Keays and Eco Edge Armoring, LLC deny that they had any knowledge of any such alleged culpable activity by the other co-Defendants, and deny that they had any knowledge that the materials and goods relating to Eco Edge Armoring, LLC, activities did not exist, and would and/or were not be provided and the services would and were and will not ever be provided.

19. Defendants Nathan Keays and Eco Edge Armoring, LLC deny that they had any knowledge that any purchase orders that may have been issued were done so fraudulently or culpably, and deny that they had knowledge that invoices that were knowingly submitted was for work never done or goods that were never delivered. As to any culpable activities of Forrest Wright or Defendants other than Nathan Keays, Eco Edge Armoring, LLC, or Kelly Keays, Defendant Nathan Keays and Eco Edge Armoring, LLC are without sufficient information to take a position as to confirming or denying, and accordingly deny same.

PAYMENTS TO ECO EDGE ARMORING, LLC

20. Nathan Keays and Eco Edge Armoring, LLC, admit that such an email was sent at the direction of Forrest Wright.

21. Defendants Nathan Keays and Eco Edge Armoring, LLC, lack sufficient information to confirm or deny the allegations of this paragraph, and therefore deny same.

22. Admitted.

23. Admitted.

24. Defendants Nathan Keays and Eco Edge Armoring, LLC were under the belief that the services contracted by ConocoPhillips Alaska and/or the Fairbanks railyard were being provided by co-Defendant Forrest Wright and/or his related company, Spectrum Consulting Services, and relied upon co-Defendant Forrest Wright.

25. Admitted that such an email was sent at the direction of co-Defendant Forrest Wright.

26. Defendants Nathan Keays and Eco Edge Armoring, LLC, lack sufficient information to confirm or deny the allegations of this paragraph, and therefore deny same.

27. Admitted.

28. Defendants Nathan Keays and Eco Edge Armoring, LLC, lack sufficient information to confirm or deny the allegations of this paragraph, and therefore deny same.

29. Admitted. Said invoices were submitted relying upon representations by co-Defendant Forrest Wright and/or Spectrum Consulting Services, that the referenced pipes were delivered, and were not submitted by Defendants Nathan Keays or Eco Edge Armoring, LLC, fraudulently.

30. Defendants Nathan Keays and Eco Edge Armoring, LLC, lack sufficient information to confirm or deny the allegations of this paragraph, and therefore deny same.

31. Defendants Nathan Keays and Eco Edge Armoring, LLC, admit Eco Edge submitted certain timesheets, and one may have been pending at the time of the Complaint, but

there was an email obtained from Plaintiffs to said Defendants asking it be resubmitted and it was resubmitted, and Eco Edge and Defendant Nathan Keays deny they engaged in any fraudulent or illegal activities in connection with same.

32. Admitted.

PAYMENTS TO DB OILFIELD SUPPORT SERVICES

33. Defendants Nathan Keays and Eco Edge Armoring, LLC, lack sufficient information to confirm or deny the allegations of this paragraph, and therefore deny same, but do state if such activities occurred and there was any fraud or misrepresentation involved, Defendant Nathan Keays and Defendant Eco Edge Armoring, LLC, had no knowledge or culpability as to same.

34. Defendants Nathan Keays and Eco Edge Armoring, LLC, lack sufficient information to confirm or deny the allegations of this paragraph, and therefore denies same.

35. Defendants Nathan Keays and Eco Edge Armoring, LLC, lack sufficient information to confirm or deny the allegations of this paragraph, and therefore deny same.

36. Defendants Nathan Keays and Eco Edge Armoring, LLC, lack sufficient information to confirm or deny the allegations of this paragraph, and therefore deny same.

37. Defendants Nathan Keays and Eco Edge Armoring, LLC, lack sufficient information to confirm or deny the allegations of this paragraph, and therefore deny same, but do state if such activities occurred and there was any fraud or misrepresentation involved, Defendant Nathan Keays and Defendant Eco Edge Armoring, LLC, had no knowledge or culpability as to same. .

38. Defendants Nathan Keays and Eco Edge Armoring, LLC, lack sufficient information to confirm or deny the allegations of this paragraph, and therefore deny same.

39. Defendants Nathan Keays and Eco Edge Armoring, LLC, lack sufficient information to confirm or deny the allegations of this paragraph, and therefore deny same, but do state if such activities occurred and there was any fraud or misrepresentation involved, Defendant Nathan Keays and Defendant Eco Edge Armoring, LLC, had no knowledge or culpability as to same.

40. Defendants Nathan Keays and Eco Edge Armoring, LLC, lack sufficient information to confirm or deny the allegations of this paragraph, and therefore deny same.

41. Defendants Nathan Keays and Eco Edge Armoring, LLC, lack sufficient information to confirm or deny the allegations of this paragraph, and therefore deny same.

42. Defendants Nathan Keays and Eco Edge Armoring, LLC, lack sufficient information to confirm or deny the allegations of this paragraph, and therefore deny same.

43. Defendants Nathan Keays and Eco Edge Armoring, LLC, lack sufficient information to confirm or deny the allegations of this paragraph, and therefore deny same.

WRIGHT CAPITAL INVESTMENTS, LLC

44. Defendants Nathan Keays and Eco Edge Armoring, LLC, lack sufficient information to confirm or deny the allegations of this paragraph, and therefore deny same.

45. Defendants Nathan Keays and Eco Edge Armoring, LLC, lack sufficient information to confirm or deny the allegations of this paragraph, and therefore deny same.

46. Defendants Nathan Keays and Eco Edge Armoring, LLC, lack sufficient information to confirm or deny the allegations of this paragraph, and therefore deny same.

ALASKA PROPERTY TRANSACTIONS

47. Defendants Nathan Keays and Eco Edge Armoring, LLC, admit that the two purchases occurred, and Defendant Nathan Keays paid cash for the properties, but as to any funds

that were used that may have come from ConocoPhillips, deny that Defendant Nathan Keays or Eco Edge Armoring, LLC, or his wife Kelly Keays had any culpability for any fraudulent activities or misrepresentations when dealing with ConocoPhillips, or knowingly obtained those funds via fraud.

48. Defendants Nathan Keays and Eco Edge Armoring, LLC, partially admit, and further the response to paragraph 47 is incorporated herein by reference. The funds used, although they may have come from ConocoPhillips, were not embezzled or knowingly fraudulently obtained by Defendant Nathan Keays or Eco Edge Armoring, LLC, or Nathan Keays's wife, Kelly.

49. Defendants Nathan Keays and Eco Edge Armoring, LLC, lack sufficient information to confirm or deny the allegations of this paragraph, and therefore deny same.

50. Defendant Nathan Keays and Eco Edge Armoring, LLC, lack sufficient information to confirm or deny the allegations of this paragraph, and therefore deny same.

COUNT I – RICO

51. Defendant Nathan Keays and Eco Edge Armoring, LLC, incorporates prior responses to allegations above.

52. Defendant Nathan Keays and Eco Edge Armoring, LLC, deny any involvement in racketeering activity, and have insufficient information to take a position as to whether other Defendants did so, but deny that Nathan Keays's wife, Kelly Keays, did so and accordingly deny same.

53. Denied as to Defendants Nathan Keays or Eco Edge Armoring, LLC, or Nathan Keays's wife, Kelly Keays.

54. Denied as to Defendants Nathan Keays or Eco Edge Armoring, LLC, or Nathan Keays's wife, Kelly Keays.

55. Denied as to Defendants Nathan Keays or Eco Edge Armoring, LLC, or Nathan Keays's wife, Kelly Keays.

56. Denied as to Defendants Nathan Keays or Eco Edge Armoring, LLC, or Nathan Keays's wife, Kelly Keays.

57. Denied as to Defendants Nathan Keays or Eco Edge Armoring, LLC, or Nathan Keays's wife, Kelly Keays.

58. Defendants Nathan Keays and Eco Edge Armoring, LLC, lack sufficient information to confirm or deny the allegations of this paragraph, and therefore deny same.

59. Defendants Nathan Keays and Eco Edge Armoring, LLC, lack sufficient information to confirm or deny the allegations of this paragraph, and therefore deny same.

60. Defendants Nathan Keays and Eco Edge Armoring, LLC, lack sufficient information to confirm or deny the allegations of this paragraph, and therefore deny same.

61. Defendants Nathan Keays and Eco Edge Armoring, LLC, lack sufficient information to confirm or deny the allegations of this paragraph, and therefore deny same.

62. Defendants Nathan Keays and Eco Edge Armoring, LLC, lack sufficient information to confirm or deny the allegations of this paragraph, and therefore deny same.

63. To the extent the Complaint alleges "an open-ended scheme" by Defendant Nathan Keays and/or Eco Edge Armoring, LLC, and/or Nathan Keays's wife Kelly Keays, there is a denial, including a denial that said Defendants engaged in any criminal conduct or will engage in any future criminal conduct.

64. Denied as to Defendants Nathan Keays or Eco Edge Armoring, LLC, or Nathan Keays's wife, Kelly Keays.

65. Denied as to Defendants Nathan Keays or Eco Edge Armoring, LLC, or Nathan Keays's wife, Kelly Keays.

66. Defendants Nathan Keays and Eco Edge Armoring, LLC, incorporate prior responses to allegations above.

67. Defendants Nathan Keays and Eco Edge Armoring, LLC, lack sufficient information to confirm or deny the allegations of this paragraph, and therefore deny same.

68. Defendants Nathan Keays and Eco Edge Armoring, LLC, lack sufficient information to confirm or deny the allegations of this paragraph, and therefore deny same.

69. Defendants Nathan Keays and Eco Edge Armoring, LLC, lack sufficient information to confirm or deny the full allegations of this paragraph and deny same, and assert Nathan Keays and Eco Edge Armoring, LLC, and Nathan Keays's wife Kelly Keays, had no intentions to defraud ConocoPhillips and therefore, Defendants Keays and Eco Edge Armoring deny.

COUNT III – FRAUD

70. Defendant Nathan Keays and Eco Edge Armoring, LLC, incorporate prior responses to allegations above.

71. Partially admitted and partially denied. It appears that some of the goods and services Eco Edge thought would be provided to ConocoPhillips (and/or which Defendants Eco Edge and Nathan Keays thought had been so provided based upon representations by Defendant Forrest Wright and/or Spectrum Consulting), had not been supplied, although Defendant Nathan Keays and Eco Edge Armoring, LLC, had no information or knowledge to that effect, i.e., that they had not been supplied and deny any culpable conduct.

72. Partially admitted and partially denied. It appears that some of the goods and services Eco Edge thought would be provided to ConocoPhillips (which Defendants Eco Edge and Nathan Keays thought had been so provided based upon representations by Defendant Forrest Wright and/or Spectrum Consulting), had not been supplied, although Defendant Nathan Keays and Eco Edge Armoring, LLC, had no information or knowledge to that effect, i.e., that they had not been supplied and deny any culpable conduct.

73. Defendant Nathan Keays and Eco Edge Armoring, LLC, lack sufficient information to fully confirm or deny the allegations of this paragraph, and therefore deny same. However, Nathan Keays and Eco Edge Armoring, LLC, specifically deny that they ever had any information or knowledge that the goods and services had not been supplied.

74. Partially admitted, partially denied. Defendant Nathan Keays and Eco Edge Armoring, LLC, admit that certain sums were paid to them by ConocoPhillips, but deny that they received sums in the full amount alleged.

75. Defendant Nathan Keays and Eco Edge Armoring, LLC, admit that apparently ConocoPhillips has suffered some monetary damages, apparently as a result of the culpable conduct of certain co-Defendants, other than Nathan Keays and Eco Edge Armoring, LLC and Mrs. Kelly Keays, and is willing to return certain monies and real properties purchased with funds obtained from ConocoPhillips, however, Defendant Nathan Keays and Eco Edge Armoring, LLC, deny there was or is culpable conduct by said Defendants Nathan Keays and/or Eco Edge Armoring, LLC, and/or Kelly Keays.

COUNT IV – CONVERSION

76. Defendant Nathan Keays and Eco Edge Armoring, LLC, incorporates prior responses to allegations above.

77. Defendant Nathan Keays and Eco Edge Armoring, LLC, admit that ConocoPhillips is the rightful owner of funds paid for any goods and services that may not have been provided.

78. Denied to the extent it alleges culpable conduct by Defendant Nathan Keays and Eco Edge Armoring, LLC, or Kelly Keays. As to such allegations regarding the other co-Defendants, Defendant Nathan Keays and/or Eco Edge Armoring, LLC, are without sufficient information to take a position and accordingly deny same.

79. See answers above incorporated herein by reference, and paragraph 74.

80. See answers above incorporated herein by reference, and paragraph 74.

COUNT V – UNJUST ENRICHMENT

81. Defendant Nathan Keays and Eco Edge Armoring, LLC, incorporates prior responses to allegations above.

82. Defendant Nathan Keays and Eco Edge Armoring, LLC, state that monies obtained by them from ConocoPhillips were not obtained by knowing misrepresentations or fraud by Nathan Keays, Eco Edge Armoring, LLC, or Kelly Keays.

83. See responses above, and paragraph 82, incorporated herein.

84. See responses above, and paragraph 82, incorporated herein, however, Nathan Keays and Eco Edge Armoring, LLC, are willing to return certain monies and real properties purchased with funds obtained from ConocoPhillips, however, Defendant Nathan Keays and Eco Edge Armoring, LLC, deny there was or is culpable conduct by Defendant Nathan Keays and/or Eco Edge Armoring, LLC, or Kelly Keays.

COUNT VI – BREACH OF CONTRACT

85. Defendant Nathan Keays and Eco Edge Armoring, LLC, incorporate prior responses to allegations above.

86. Admitted as to Eco Edge Armoring, LLC, but as to DB Oilfield Support Services, Defendant Nathan Keays and Eco Edge Armoring, LLC, lack sufficient information to confirm or deny the other allegations of this paragraph, and therefore deny same.

87. Admitted as to Eco Edge Armoring, LLC, but as to DB Oilfield Support Services, Defendant Nathan Keays and Eco Edge Armoring, LLC, lack sufficient information to confirm or deny the allegations of this paragraph, and therefore deny same.

88. Admitted as to Eco Edge Armoring, LLC, but as to DB Oilfield Support Services, Defendant Nathan Keays and Eco Edge Armoring, LLC, lack sufficient information to confirm or deny the allegations of this paragraph, and therefore deny same, however, as to the contracts involving Defendant Nathan Keays and Eco Edge Armoring, LLC, it appears that there was a breach of those contracts by Defendants Nathan Keays and/or Eco Edge Armoring, LLC, but did not knowingly or willfully breach and did not commit any fraud.

COUNT VII – CONSTRUCTIVE TRUST

89. Defendant Nathan Keays and Eco Edge Armoring, LLC, incorporate prior responses to allegations above.

90. Admitted in part, denied in part. Defendants Nathan Keays and Eco Edge Armoring, LLC, deny that they or Kelly Keays engaged in embezzlement or fraud, or unjust or unreasonable or unlawful conduct however as to assets purchased or obtained using monies from ConocoPhillips, are willing to agree that those funds and/or property be returned and/or conveyed to ConocoPhillips.

91. Admitted in part, denied in part. Defendants Nathan Keays and Eco Edge Armoring, LLC, deny that they or Kelly Keays engaged in embezzlement or fraud, or unjust or unlawful conduct, however as to assets they purchased or obtained using monies from

ConocoPhillips, are willing to agree that those funds and/or property be returned and/or conveyed to ConocoPhillips.

92. Admitted in part, denied in part. Defendants Nathan Keays and Eco Edge Armoring, LLC, deny that they or Kelly Keays engaged in embezzlement or fraud, however as to assets they purchased or obtained using monies from ConocoPhillips, are willing to agree that those funds and/or property be returned and/or conveyed to ConocoPhillips.

93. Admitted in part, denied in part. Defendants Nathan Keays and Eco Edge Armoring, LLC, deny that they or Kelly Keays engaged in embezzlement or fraud, however as to assets they purchased or obtained using monies from ConocoPhillips, are willing to agree that those funds and/or property be returned and/or conveyed to ConocoPhillips.

94. Admitted in part, denied in part. Defendants Nathan Keays and Eco Edge Armoring, LLC, deny that they or Kelly Keays engaged in embezzlement or fraud, however as to assets they purchased or obtained using monies from ConocoPhillips, are willing to agree that those funds and/or property be returned and/or conveyed to ConocoPhillips.

COUNT VIII – PIERCING THE CORPORATE VEIL

95. Defendants Nathan Keays and Eco Edge Armoring, LLC, incorporate prior responses to allegations above.

96. Defendants Nathan Keays and Eco Edge Armoring, LLC, lack sufficient information to confirm or deny the allegations of this paragraph as to Wright Capital Investments, however, do deny the corporate forms of Eco Edge Armoring were used to commit fraud and perpetrate crimes and deny that Nathan Keays did so.

97. Admitted, except Kelly Keays is not so obligated and Defendant Nathan Keays is not obligated as to any corporate entities other than Eco Edge Armoring, LLC.

AFFIRMATIVE DEFENSES AND COUNTER CLAIMS

Defendants Nathan Keays and Eco Edge Armoring, LLC, reserve all rights to assert appropriate affirmative defenses and/or to bring and assert crossclaims against the Defendants Forrest Wright, Amanda Wright, David Benefield, Write Capital Investments, LLC, and DB Oilfield Support Services, including seeking full indemnification.

RESPECTFULLY SUBMITTED this 22nd day of January, 2020.

WEIDNER & ASSOCIATES
Attorneys for Defendants N. Keays
and Eco Edge Armoring, LLC

/s/ Phillip Paul Weidner
Phillip Paul Weidner
Alaska Bar No. 7305032

CERTIFICATE OF SERVICE

I hereby certify that on January 22, 2020, a copy of the foregoing was served electronically on the parties entered in this matter.

s/ Phillip Paul Weidner